



August 1, 2025

**Via electronic mail**

Honorable Leda D. Wettre, USMJ  
United States District Court  
District of New Jersey  
Martin Luther King Building & U.S. Courthouse  
50 Walnut Street  
Newark, NJ 07102

**Re: *In re: Insulin Pricing Litigation*, MDL No. 3080 Case No. 2:23-md-0380-BRM-LDW**

Dear Judge Wettre:

We write on behalf of all Plaintiffs and the Manufacturer Defendants (Eli Lilly, Sanofi, and Novo Nordisk) (together, the “Parties”) to inform the Court that the Parties have reached an impasse with respect to the Manufacturer Defendants’ responses to the following Plaintiff Master Interrogatories:

- INTERROGATORY NO. 7: For each month of the Relevant Time Period, state the List Price and Net Price for each of Your Diabetes Medications (including for any variations have a unique National Drug Code label), including a description of the items, costs, discounts, and all other amounts deducted from each List Price to calculate each Net Price.
- INTERROGATORY NO. 8: For each month of the Relevant Time Period, state the List Price and Net Price for each of Your Diabetes Medications (including any variations in formulation, delivery method, or dosing size) in Canada, Australia, India, the United Kingdom, Spain, and France, and describe the costs, discounts, and all other amounts deducted from each List Price to calculate each Net Price.
- INTERROGATORY NO. 9: For each pharmacy benefit manager (including the PBM Defendants, their Affiliates, and any Rebate Aggregator) to whom You have provided any Manufacturer Payment (including any rebate, discount, or other price concession) for any of Your Diabetes Medications, identify and describe: (a) each type of Manufacturer Payment provided to each pharmacy benefit manager; (b) the entities to which such type of Manufacturer Payment (including rebate, discount, or other price concession) was provided (and, if different, the entity that invoiced or billed You for such Manufacturer Payment); (c) the dates and amounts of each such type of Manufacturer Payment, rebate, discount, or other price concession for coverage of the product and the dates the concession was in effect; (d) how each such type of Manufacturer Payment is calculated; (e) the benefits or other consideration You received in exchange for each such type of Manufacturer Payment; (f) how each such type of Manufacturer Payment rebate, discount,

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or other price concession impacted the formulary placement of formulary exclusivities for such Diabetes Medications; and (g) any other terms or conditions that were agreed upon in connection with each such type of Manufacturer Payment, rebate, discount, or other price concession that would affect patient access, including but not limited to, the elimination of Utilization Management methods.

Accordingly, the Parties jointly request that the Court enter the following briefing scheduling related to this dispute:

- Plaintiffs submit a 10-page letter brief on August 15 at 5pmET; and
- Manufacturer Defendants submit a 10-page response brief on August 29 at 5pmET.

The Parties will make themselves available upon the Court's request for oral argument related to this dispute. If the foregoing request is acceptable to Your Honor, we respectfully request that this letter be "So Ordered" and entered on the docket. Thank you for your time and attention.

Respectfully submitted,

s/ Josh Wackerly

cc: All Counsel of Record (*via* ECF)

**SO ORDERED.**

Date:

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Hon. Leda D. Wettre, U.S.M.J.